

A NEW CADENCE FOR ICC ARBITRATION UNDER THE 2026 RULES

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International Arbitration Alert

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INTRODUCTION

The International Chamber of Commerce (ICC) has launched its revised [Arbitration Rules](#) (the 2026 Rules), which took effect on 1 June 2026. The 2026 Rules update the 2021 Rules and follow consultations with the ICC Commission on Arbitration and ADR and the ICC's network of national committees. They arrive at a time of continued growth for the institution, which [registered its 30,000th case in December 2025 and received 881 new cases under the Arbitration Rules that year](#). The amendments aim at efficiency, active case management, and modernization. Together they represent the most significant structural change to ICC procedure in over a decade, and they set a markedly quicker cadence for ICC proceedings.

The 2026 Rules apply to all arbitrations commenced on or after 1 June 2026, irrespective of when the underlying arbitration agreement was concluded, unless the parties have agreed to submit to the Rules in effect on an earlier date (Article 1(2)). Parties to existing ICC arbitration agreements, as well as those who regularly include ICC arbitration clauses in their contracts, are encouraged to familiarize themselves with the updates in the 2026 Rules.

We set out below a summary of some key amendments introduced in this latest edition. The ICC has also provided a direct side-by-side comparison of the 2021 Rules against the 2026 Rules, available [here](#).

REMOVAL OF THE TERMS OF REFERENCE

Arguably the most visible change in the 2026 Rules is the removal of the mandatory Terms of Reference, previously required under Article 23 of the 2021 Rules. The Terms of Reference had been a fixture of ICC arbitration procedure for decades. They required the tribunal and the parties to record the claims and the relief sought, and encouraged the tribunal to include a list of issues to be determined (unless considered inappropriate by the tribunal), before the arbitration could proceed to the merits. Tribunals may still draw up Terms of Reference where the circumstances warrant, but the step is no longer mandatory.

The initial case management conference takes its place as the first mandatory milestone. The tribunal must hold that conference within 30 days of receiving the file from the ICC Secretariat and must establish the procedural

timetable at the conference or as soon as possible afterwards (Article 24). The cut-off for new claims now runs from the same point. After the initial case management conference, no party may bring new claims without the tribunal's authorization (Article 25).

The default six-month time limit for the final award, which formerly ran from the Terms of Reference, and in practice was frequently extended, has also gone. The President of the ICC Court will now fix that time limit, and extend it where necessary, by reference to the procedural timetable or a reasoned request from the tribunal (Article 34).

The practical effect is that the parties must now delineate the dispute in their first filings. No later step consolidates the claims, so the Request for Arbitration and the Answer will carry greater weight. Parties can expect that tribunals may press for a well-defined list of issues at the initial case management conference.

EARLY DETERMINATION

The 2026 Rules introduce an express early determination mechanism (Article 30). Any party may apply for the early determination of one or more claims or defenses on the ground that they are manifestly without merit or manifestly outside the tribunal's jurisdiction (Article 30(1)). The mechanism operates in two stages. The tribunal first decides, in its discretion, whether the application is suitable for early determination. If the application proceeds, the tribunal then adopts such procedural measures as it considers appropriate, after consulting the parties (Article 30(2)).

The 2021 Rules contained no equivalent provision. Tribunals instead relied on their general case management powers under Article 22 of the 2021 Rules, guided by the ICC's Note to Parties and Arbitral Tribunals on the Conduct of ICC Arbitration, the current version of which is available [here](#). Two features of Article 30 make the change more than cosmetic. Parties now have an express right to apply, where the power previously rested on the tribunal's general discretion. The rules also set out how such an application is to be handled once made. The ICC mechanism now stands alongside those of its peers. For example, comparable powers are conferred under the London Court of International Arbitration (LCIA) Rules 2020 (Article 22.1(viii)), the Singapore International Arbitration Centre (SIAC) Rules 2025 (Rule 47) and the 2024 Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules (Article 43).

The “manifestly without merit” standard is a demanding one. It confines the mechanism to claims and defenses whose weakness is apparent without extensive inquiry. Parties should also weigh the enforcement dimension before applying. A party whose claim or defense is summarily determined may argue at the recognition stage that it was unable to present its case. Article V(1)(b) of the New York Convention expressly recognizes that ground. An unsuccessful application will also add cost and delay to the very proceedings it was meant to shorten. The prudent course may be to reserve early determination for claims and defenses that are truly untenable on their face.

EXPEDITED PROCEDURE AND REVISED THRESHOLDS

Under the 2021 Rules, the Expedited Procedure Provisions applied automatically to disputes of US\$3 million or less, where the arbitration agreement was concluded on or after 1 January 2021. The 2026 Rules raise that ceiling to US\$4 million for arbitration agreements concluded on or after 1 June 2026 (Appendix V, Article 1(3)).

Older agreements keep the threshold that applied when they were made. That is US\$3 million for agreements concluded between 1 January 2021 and 1 June 2026, and US\$2 million for agreements concluded between 1 March 2017 and 1 January 2021. The final award in an expedited arbitration must be rendered within six months of the initial case management conference, and any extension is now a matter for the President of the ICC Court (Appendix V, Article 4).

This tiered structure is a departure from the general position. The 2026 Rules otherwise apply whenever the arbitration agreement was concluded, but the expedited threshold turns on that very date of conclusion of the arbitration agreement. A party holding contracts signed across the last decade may therefore carry three different thresholds in a single portfolio. The approach also sets the ICC apart from its peers. At HKIAC, a party may apply for the expedited procedure where the amount in dispute falls below a single published threshold (Article 42 of the 2024 HKIAC Rules). The LCIA has no default expedited track at all, and instead provides for expedited formation of the tribunal in cases of exceptional urgency (Article 9A of the LCIA Rules 2020). Parties remain free to opt out of the expedited procedure for higher-value disputes, or to opt in even if the sum in dispute falls above the threshold. Parties should therefore review their standard clauses accordingly.

HIGHLY EXPEDITED ARBITRATION

A further and faster procedure has also been introduced by the 2026 Rules. Where all parties agree, the arbitration will proceed under the Highly Expedited Arbitration Provisions (Article 33 and Appendix VI), which are available whatever the amount in dispute. The compression is considerable. A sole arbitrator decides the dispute (Appendix VI, Article 4(1)). The Request for Arbitration must be accompanied by the full Statement of Claim, and the Answer by the Statement of Defense (Appendix VI, Article 2). The initial case management conference must be held within seven days of the sole arbitrator receiving the file (Appendix VI, Article 6(1)), and the final award must follow within three months of that conference (Appendix VI, Article 7(1)). The sole arbitrator enjoys broad discretion over procedure, and may decide the dispute on documents alone, without a hearing or witness evidence. The parties may even agree to dispense with reasons for the award (Appendix VI, Article 7(2)), a choice to be weighed carefully against the requirements of the likely place of enforcement.

The design will look familiar to users of SIAC. Its streamlined procedure under the SIAC Rules 2025, which we discussed in an [earlier alert](#), also provides for a sole arbitrator and a three-month award. The two mechanisms differ in one important respect. The SIAC procedure applies automatically to disputes of S\$1 million or less, whereas the ICC highly expedited track is purely consensual and carries no monetary limit. All parties must agree, and such agreement is, in practice, rarely forthcoming once a dispute has crystallized. This points to the benefits of parties considering at the time of contract conclusion whether they wish to provide for the application of the Highly Expedited Arbitration process. Parties should also note that opting in commits them to a sole arbitrator even where their clause provides for three. The procedure suits disputes of limited factual complexity in which speed is at a premium.

EMERGENCY ARBITRATION AND PRELIMINARY ORDERS

The emergency arbitrator provisions have been expanded in two notable respects. First, access to emergency relief is now broader. Beyond signatories and their successors, the provisions now reach any party for which the President of the ICC Court is satisfied, on the information in the application, that a binding arbitration agreement

may exist (Appendix IV, Article 1(2)(c)). Second, a party may now seek a preliminary order directing another party not to frustrate the purpose of its application. Such a request may be made and decided without notice to the other parties (Appendix IV, Article 7). The 2021 Rules allowed no form of *ex parte* application.

Ex parte relief is a significant departure for the ICC, though the concept is not new to international arbitration. Since 2006, the UNCITRAL Model Law has permitted a tribunal to grant a preliminary order directing a party not to frustrate a requested interim measure, without prior notice to that party (Article 17B). The SIAC introduced a protective preliminary order procedure in the SIAC Rules 2025. The 2026 Rules bring the ICC into that company, subject to the prompt notification and short duration that characterize such procedures.

ARBITRATOR DISCLOSURE, CONFIDENTIALITY AND TRIBUNAL SECRETARIES

The 2026 Rules give greater structure to arbitrators' disclosure obligations, codifying the ICC Court's long-standing practice as set out in the Note to Parties and Arbitral Tribunals on the Conduct of ICC Arbitration. The rules now confirm that a disclosure does not by itself establish a lack of independence or impartiality (Article 12(4)). They also confirm that any doubt over whether to disclose is to be resolved in favor of disclosure (Article 12(2)). These are salutary clarifications. They encourage candor, and they narrow the scope for late-stage challenges based on disclosures that were properly made.

Parties now carry a corresponding obligation. When filing the Request, the Answer, a Request for Joinder or an Answer to a Request for Joinder, each party must give the Secretariat a list of the persons and entities the arbitrators should consider for the purposes of their disclosures. Reasons must accompany the list (Article 12(5)).

The 2026 Rules also impose an express confidentiality obligation on arbitrators. An arbitrator must keep confidential all matters relating to the arbitration, unless the information is in the public domain, the parties agree otherwise, or disclosure is required by applicable law, necessary to protect a legal right, or necessary to comply with disclosure obligations (Article 12(8)). The position of the parties is unchanged. At the request of any party, the tribunal may still make orders concerning the confidentiality of the proceedings and may take measures to protect trade secrets and confidential information (Article 23(3)).

The 2026 Rules also address tribunal secretaries expressly for the first time. A secretary must meet the same requirements of independence, impartiality and confidentiality as an arbitrator (Article 44).

CONCLUSION

The 2026 Rules mark an important step in the evolution of ICC arbitration. Their common thread is an increased tempo, and with it a decisive shift of weight towards the opening of a case. The removal of the Terms of Reference accelerates the start of proceedings. Early determination offers a route to dispose of hopeless claims. The expedited and highly expedited tracks give parties a graduated set of speeds from which to choose.

Three matters merit early attention. The first is which threshold now applies to a party's key contracts, and whether automatic expedition at the value likely to be in dispute is welcome or should be excluded by agreement. The second is whether the highly expedited track deserves a place in standard clauses, for contracts in which speed and finality matter more than extensive process. The third is how the Request and the Answer will be prepared. These first filings, along with the conflict list required under Article 12(5), now frame the dispute from

the outset. As always, appropriate legal counsel will be critical in this time of transition, as well as in the judicious application of the 2026 Rules as a matter of legal strategy moving forward.

For more information on this topic, please feel free to reach out to our authors or our wider International Arbitration team.

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